SAGAR FOREST DIVISION.

Notification, dated 5th July 1938.

It is hereby notified for general information that the right of collection and removal of Honge seeds and leaves from all Government unoccupied lands, Amrut Mahal Kavals, State Forests and Reserved lands and Plantations of the undermentioned taluks of the Division from 1st July 1938 up to the end of June 1940, will be sold by public auction as noted below.

The sale will be subject to the confirmation of the District Forest Officer or the Conservator of Forests, as the case may be.

1. No person will be allowed to bid unless he deposits with the sale conducting officer an earnest money of Rs. 10 which, in the case of all unsuccessful bidders, will be duly returned after the close of the sale.

No defaulters will be permitted to bid at the sale.

2. The highest bidder shall, immediately after the close of the sale, pay up one-fourth of the sale amount together with the Local, Railway and Education cesses on the entire sale amount inclusive of the initial deposit of Rs. 10 and shall further pay into Government Treasury the balance of the three-fourths of the sale amount within fifteen days from the date of intimation of the confirmation of the sale or if that day happens to be a Government Holiday, before the next office day, failing which, the sale will be cancelled and a resale held at the risk of the original purchaser who will be liable to make good any loss that may occur which will be recoverable as an arrear of land revenue under Section 79 of the Forest Regulation but shall not participate in any profit that may result. Further, all money so far paid shall be forfeited to Government.

3. Within 15 days from the date of confirmation of the sale, the purchaser shall execute a *Mutchalika* on a duly stamped paper and shall further deposit in the Government Savings Bank an amount equal to one-fourth of the sale amount or Rs. 25, whichever is less, duly pledged to the District Forest Officer, failing which the sale will be cancelled and further action taken in accordance with the above conditions.

4. The other conditions will be the same as those applicable in the case of sales of Minor Forest Produce.

5. Interest at 6¼ per cent will be charged on all the belated payments from the date on which they fall due.

Serial No.	Name of taluk	Place of sale	Date of sale	Officer conducting the sale.
1	Nagar	Hosnagar Range Office	9—8—1938	Range Officer, Nagar Range.
2	Sorab	Sorab Range Office	8—8—1938	Range Officer, Sorab.
3	Shikarpur	Forest Sub-Division Officer's Office.	9—8—1938	Do
4	Sagar	Sandal Koti, Sagar	9—8—1938	Range Officer, Sagar Range.

Notification dated 6th July 1938.

It is hereby notified for general information that the right of collecting daily grazing fees from the owners of draught and other cattle that pass between British and Mysore Territories at the following places at the rates specified in the Schedule "A" from 1st July 1938 or the date of confirmation, whichever is later, to 30th June 1939, will be sold by public auction as noted below by the respective officers, subject to the confirmation of the District Forest Officer, Sagar, or the Conservator of Forests, as the case may be, and subject to the following conditions :—

Place of collection	Date of sale	Place of sale	Officer conducting the sale	Remarks
1. Near Hulikal	4th August 1938	Hulikal Gate	Range Forest Officer, Nagar Range.	

Conditions.

1. Each bidder should deposit a sum of Rs. 10 (Rupees ten) as earnest money with the sale-conducting officer before he is permitted to bid, which in the case of unsuccessful bidders will be returned to them after the close of the sale.

2. The highest bidder should pay one-fourth of the sale purchase money at the close of the sale less the initial deposit amount together with the local, education and railway cesses at Re. 0-1-0, Re. 0-0-6 and Re. 0-0-3, respectively, on the full sale amount, and the balance three-fourths amount in three equal instalments on the following dates :—(i) 30th September 1938, (ii) 31st December 1938, (iii) 31st March 1939, failing which the right will be resold forthwith at his risk forfeiting the amount already deposited. The original bidder will not be entitled for any surplus amount in the resale but is liable to pay any loss which will be recovered as an arrear of land revenue.

3. Within 30 days from the date of sale or seven days from the date of intimation of the confirmation of the sale, whichever is later, the contractor should furnish a security deposit of Rs. 25 for each unit and execute a mutchalika on a stamped paper of proper value procured at his own cost, failing which the right will be resold at his risk forfeiting all the amounts paid by him so far. He is not entitled to any profit that may accrue in the resale but if there is any deficit, it will be recovered from him as a revenue demand.

4. The sale-conducting officer reserves to himself the power to accept or reject the highest or any other bid without assigning any reason for the same.

5. The right-holder should make his own arrangements to get the tickets with the face value of one anna, six pies and three pies printed in books of 100 pages each at his own cost in the form noted in Schedule "B" and get them stamped with the seal of the District Forest Office and stock sufficient supply at the place of collection. He should also return all the used up books with him with his accounts every month to the District Forest Office. He should make his own arrangements for any temporary sheds that may be required for the use of his men or for collection purposes.

6. The right-holder shall, by himself or his agent, not levy under any circumstances rates other than those referred to in the Schedule "A." Any irregularity or complaint coming to notice in this connection shall render him liable to criminal prosecution, besides forfeiting his contract forthwith.

7. It will be the bounden duty of all owners of cattle that pass between the British and Mysore Territories to pay the fees at the prescribed rates and obtain tickets which will be affixed on the horns of cattle, if there are any, before allowing them to pass through, failing which they will be liable to criminal prosecution under the Forest Act or any other law in force.

(*a*) That no daily grazing fee shall be levied on carts going to forests for collecting and removing forest produce on licenses or on carts employed departmentally for transport of forest produce or cattle resorting to forests for grazing under cover of prepaid licenses.

(*b*) That all Government animals will be allowed free.

Other conditions to be entered in the Agreement.

1. The contractor shall not dispose of or sublet such right or any part thereof without the written permission of the District Forest Officer, Sagar (Shimoga District).

2. In case of any question arising with regard to or any objection being taken by any person to the contractor's rights to collect the daily grazing fees in any of the places, the District Forest Officer may, if whenever such question arises, serve the contractor with a written notice prohibiting his collection and on the service of any such notice, the orders and directions therein contained shall, until the same are cancelled by the District Forest Officer, be taken as part of the conditions of this contract, and notwithstanding anything herein contained to the contrary, shall be observed and performed by the contractor.

3. The contractor shall have no claim for compensation for any loss he may incur by carrying out the provisions of any such notice.

4. The collection shall be effected only under such system and form of printed permit as may be approved of or ordered from time to time by the District Forest Officer, and any violation shall render this contract liable to be cancelled by the District Forest Officer.

5. No person shall be considered as duly accredited agent of the contractor for the purpose of this contract, unless he is approved of by the District Forest Officer and is provided by the contractor with a power of attorney and until a copy of such power of attorney is deposited with the District Forest Officer or such other Forest Officer as may be authorised by him in his behalf. The name, residence and a specimen of the signature of the agent who is authorised by the contractor for the collection shall be communicated to the District Forest Officer.

6. The contractor shall be responsible for the acts of himself, his agents and all persons authorised by either of them to collect.

7. The contractor shall not engage or employ any coolies or cartmen employed by the Department for extracting forest produce by Departmental Agency for any work under this contract without permission from the Forest Range Officer.

8. If any fire occurs in the Forest area to which this contract applies, the contractor, his agents and all persons authorised by him to collect shall render every assistance and use their best endeavours to extinguish the fire and every such person shall, in all cases, give immediate notice of the occurrence of the fire to the nearest Forest, Revenue or Police Officer.

9. The contractor shall keep correct accounts of the collections in the form prescribed from time to time by the District Forest Officer and shall submit to the District Forest Officer every month a copy of such account. The contractor shall permit the inspection, at all reasonable times, of his account by the District Forest Officer or any other officer deputed by him.

10. Interest at 6¼ per cent per annum shall be paid by the contractor on all payments paid after the due date with permission.

11. Any money due by the contractor under the terms of this contract shall, under Section 79 of the Mysore Forest Act (No. XI of 1900) or any other law for the time being in force, be recoverable as if it were an arrear of land revenue.

12. The sum of Rs. 25 deposited by the contractor together with the interest accruing thereon is a security deposited for the due fulfilment of all and every one of the conditions of this contract, for breach of any of which by the contractor the District Forest Officer shall be entitled to forfeit the deposit in whole or in part either during or after expiry of the contract and in the event of any such forfeiture pending the continuance of the contract, the sum so forfeited shall be immediately made good by the contractor who will not be allowed to continue his work under this contract, until such deposit has been brought up to the full amount originally deposited.

13. The security deposit or the balance thereof after any deductions have been made under any of the above conditions shall be returnable to the contractor by an order in writing by the District Forest Officer, releasing the contractor from all liability under this contract.

14. The contractor shall at all times comply with the provisions of the Mysore Forest Act (XI of 1900) and any statutory modification thereof and all rules, from time to time, in force thereunder, and the provisions of this contract shall be taken in all respects as subject to such Act and rules or other law for the time being in force.

15. In the event of any breach by the contractor or his agents of any of the above conditions, the District Forest Officer shall have the right, besides enforcing forfeiture of security deposit, to cancel this contract by written notice and in such case, at the option of the District Forest Officer, the right may be resold or be worked departmentally and the contractor shall be responsible for and shall make good to Government any loss which the Government may incur on such resale or departmental working, as the case may be, but shall have no claim to any surplus which the Government may realise thereby.

16. In case of any dispute arising between the District Forest Officer and the contractor as to any matter arising under this contract, such dispute shall be referred to the Conservator of Forests, whose decision shall be final.

SCHEDULE "A."

Rates at which the daily grazing fees have to be levied.

	Rs.	a.	p.	
Cows and Oxen	0	0	6	(Six pies) per head.
Buffaloes, Horses and Asses	0	1	0	(One anna) per head.
Sheep and Goats	0	0	3	(Three pies) per head.

SCHEDULE "B."

Form of the Ticket Books.

(1) *Counterfoil.*		(1) *Original.*	
Book No. 1937-38	Page No.	Book No. 1937-38	Page No.
Buffalo	One anna	Buffalo	One anna
Date.....		Date.....	
Place of collection.....	*Contractor.*	Place of collection.....	*Contractor.*
(2) *Counterfoil.*		(2) *Original.*	
Book No. 1937-38	Page No.	Book No. 1937-38	Page No.
Cows and Oxen	Six pies	Cows and Oxen	Six pies
Date.....		Date.....	
Place of collection.....	*Contractor.*	Place of collection.....	*Contractor.*
(3) *Counterfoil.*		(3) *Original.*	
Book No. 1937-38	Page No.	Book No. 1937-38	Page No.
Sheep or Goats	Three pies	Sheep or Goats	Three pies
Date.....		Date.....	
Place of collection.....	*Contractor.*	Place of collection.....	*Contractor.*

D. NARASIMHAMOORTHY RAO,
District Forest Officer.

BHADRAVATI DIVISION.

Notification dated the 5th July 1938.

It is hereby notified for general information of the public, under Section 40 of the Mysore Forest Act, that the following quantities of timber, found unclaimed in the Government lands of Neralkere village, Amritapur Hobli, Tarikere Taluk, are kept in the custody of Basappa, son of Chickakariyannana Gowramma of Neralkere.

Persons having any claim to the said timber are hereby required to present a statement of claim within one month from the date of this notification, failing which the timber will be confiscated to Government.

		L.	G.	C.ft.
Teak.	1.	8′—2″	2′—7″	3
	2.	14′—7″	2′—3″	5
	3.	13′—6″	3′—9″	12
	4.	15′—4″	3′—2″	10
	Total	4		30

M. G. VENKATA RAO,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated the 24th June 1938.

The Tangadi and Kakke Bark lessees of Kadur, Mudigere, Chikmagalur and Koppa Taluks for the years 1937-39 having failed to pay up the second khist amount due by them on the 5th June 1938, it is hereby notified that the above right will be resold at the risk of the original purchasers, by the Deputy Commissioner, Kadur District, or by an Assistant Commissioner deputed by him assisted by the District Forest Officer, Kadur Division, at the District Forest Office on 14th July 1938.

Other conditions of the resale will be read out at the time of auction.

Notification dated 9th July 1938.

It is hereby notified for general information that the undermentioned quantities of timber will be sold by public auction under the following conditions at the following depot by the District Forest Officer, Kadur Division, at 2 P.M. on the 4th August 1938.

Name of Depot	Mathi	Honne	Other kinds	Remarks
	C.ft.	C.ft.	C.ft.	
Kadur	2,000	1,500	500	More or less.

SHIPMENT QUALITY: BITE

Length.	*Girth.*	*C.ft.*
11′—0″	6′— 7″	30
10′—9″	6′—11″	32
11′—0″	7′— 0″	34
12′—0″	6′— 9″	34
11′—3″	6′— 7″	30
12′—6″	7′—11″	49
12′—3″	6′— 2″	29
11′—3″	9′— 2″	59

Place of sale:— Kadur Depot. Date of sale:— 4th August 1938.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot, and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot, and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each case is subject to the confirmation of the Conservator, and in other cases, to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt, vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to re-sell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such re-sale. The amount due by such defaulter, on account of loss from re-sale, shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of re-sales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him reasonable, and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter, intimating the price fixed by the District Forest Officer for the unsold wood, and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within thirty days after the date of sale or within fifteen days after the date of notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000, provided the full value is paid not later than the 15th October 1938. The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser, in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid. Interest at 6¼ per cent per annum will be levied on all arrears of amount permitted to be paid after the due dates.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

Notification dated 9th July 1938.

It is hereby notified for general information that the exclusive right of collecting the Honge seeds and leaves in all State Forests, Amrit Mahal Kavals and reserved lands of the undermentioned Taluks

from the date of confirmation of the sale up to 30th June 1940, will be sold talukwar by the District Forest Officer, Kadur Division, as per particulars furnished below :—

The collection period is for two years from 1st July 1938 to end of June 1940.

No.	Name of taluk	Name of hobli	Date of sale	Place of sale
1	Chikmagalur	Lakya Chikmagalur Avathi Jagara Ambale Vastara Aldur Khandya	12th August 1938	District Forest Office, Chikmagalur.
2	Kadur	Kadur Birur Sakrepatna Hirenallur Yegati Bidre		
3	Mudgere	Mudgere Gonibid Banakal Balur Kalasa		
4	Koppa	Koppa Baggunji Hariharpur Kigga Megunda		

2. The auction sale will commence at 2 P.M. and if it is not concluded on the same day, it will be continued on the following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. Intending bidders must be in possession of a certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such certificate.

5. No person will be allowed to bid unless he has deposited with the officer holding the sale, a sum of Rs. 25, which must be deposited in the form of currency notes.

The deposits of unsuccessful bidders will be returned immediately after the sale. Silver will not be accepted as earnest money.

6. The exclusive right of collecting and removing the produce abovedescribed will be disposed of to the highest bidder subject to the confirmation of the District Forest Officer or the Conservator of Forests, if need be, who at his discretion may accept or reject the highest or any other bid without assigning any reason therefor.

7. The successful bidder shall, at the close of the sale, credit into the District Treasury or in any Taluk Treasury, the entire sale amount, including the deposit already made, together with Local cess at one anna per ruppee, Railway cess at six pies per rupee and Education cess at six pies per rupee, respectively. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom.

N.B.—If the deficit be not paid, it will be recovered as a revenue demand.

8. The lessee will deposit in Government Savings Bank Rs. 25 or one-quarter of the sale amount, whichever is less, as security for the due fulfilment of the conditions of the lease for the remaining period, which will be returned to him after the expiry of the period of lease.

9. If the sale is not confirmed, the amount paid will be refunded to the party.

10. The accepted bidder shall execute an agreement on duly stamped paper, within fifteen days of the intimation of the confirmation of the sale, binding himself to observe the conditions hereunder mentioned. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

11. The interest at 6¼ per cent per annum will be levied on all arrear of amounts permitted to be paid after the due dates.

Further conditions to be entered in the agreement are :—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any of the trees under one year of age on the plea of collecting the produce. The lessee shall be held personally responsible for the act of his agents or servants.

(b) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(c) The lessee shall work out the lease himself and not transfer or sub-let it to others without the previous sanction of the Conservator of Forests, Shimoga.

(d) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests. Printed passes prescribed by the District Forest Officer shall be issued to cartmen under the signature of the lessee for the export of the produce.

(e) The lessee shall keep and render accounts every month to the District Forest Officer, of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(f) The lessee, his agents or servants shall render all possible help in preventing the occurrences of fires in Forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(g) The lessee shall remove out of the limits of the Forests all produce collected and sold under the terms of the lease before the close of the lease period.

(h) Neither the lessee nor his servants shall enter the State Forest either before sunrise or after sunset.

(i) The village amarayi produce is not included in this contract.

9. In the event of the breach of any of the above conditions the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 50.

M. A. MUTHANNA,
District Forest Officer.

ENGINEERING DEPARTMENT

BANGALORE DIVISION

Notification dated 9th July 1938.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Bangalore Division, up to 2 P.M. on 1st August 1938, for constructing a new tank near Kannaikan Agrahar, Anekal Taluk. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of June 1939.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Bangalore, between the hours of 11 A.M. and 5 P.M.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.

4. Each tender must be accompanied by a duplicate challan for having credited Rupees four hundred and ninety into the treasury under "17 (a). P. W. Deposits" as earnest money, and be superscribed "Tender for constructing a new Tank near Kannaikan Agrahar, Anekal Taluk," in default of which tenders will be rejected.

5. The final acceptance of any tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender or to assign any reason whatever for the rejection of any tender.

6. Within eight days of the acceptance of the tender, the successful competitor will be required to execute the usual contract bond, after depositing an additional sum of Rs. 490, in default of which, his tender will be considered cancelled and his earnest money will be forfeited.

7. The name of the successful competitor, whose tender has been accepted, will be posted on the Notice Board in the Executive Engineer's Office, in due course. No enquiry regarding the acceptance or rejection of a tender will receive any reply.

8. On acceptance of one of the tenders, the earnest money on rejected tenders will be returned.

9. Rates once tendered will not be enhanced on any account.

10. Rates for non-tendered and non-estimated items shall be as per schedule rates of the department or those fixed by the Executive Engineer after working out data with not more than 10 per cent for contractor's profit.

11. In all matters not specifically provided for and in all matters of dispute about rates, quantities, measurements, quality of works, etc., and in all disputes of any kind, the decision of the Executive Engineer will be final and legally binding.

12. Quotations must be given in words as well as in figures and they must be in specific term of unit shown against each item of work. Any quotation quoted at so much percentage less or more than estimated rate will not be accepted.